

1
2
3
4
5
6
7 SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR THE COUNTY OF KING

9 DOROTHY CAPERS, CYNTHIA WINTERS

Case No.:

10 Plaintiffs,

vs.

COMPLAINT

11 ANTIOCH UNIVERSITY,

JURY DEMAND

12 Defendant.
13

14 **I. PARTIES, JURISDICTION, AND VENUE**

15 1. Plaintiff Dorothy Capers resides in King County, Washington.

16 2. Plaintiff Cynthia Winters resides in King County, Washington.

17 3. Defendant Antioch University is a private university located and established in
18 New Hampshire with a physical campus in Seattle, WA.

19 4. The King County Superior Court has jurisdiction over this case.

20 5. Venue is proper in King County because, inter alia, Antioch University conducts
21 business in King County and the acts and omissions giving rise to Plaintiffs' Complaint took place
22 in King County, Washington.
23

24 **II. FACTS**

25 **A. Antioch University's Doctor of Psychology (PsyD) Program**
26
27

1 6. Antioch University (“Antioch”) is a private non-profit university that emphasizes
2 cultural inclusion, diversity, and social justice.

3 7. Antioch offered night classes or part-time classes to provide working students an
4 opportunity to pursue graduate degrees.

5 8. Antioch began offering the Doctor of Psychology (PsyD) program at the Seattle
6 campus in 2004.

7 9. The PsyD program was initially designed to be a full-time program with classes at
8 night and on the weekends for working adults.

9 10. Originally, the PsyD program recruited minorities, people with disabilities, and
10 other populations with historically low access to higher education opportunities as part of its
11 social justice and diversity mission.

12 11. Antioch advertised a flexible PsyD program that could accommodate part-time
13 adult learner students.

14 12. This advertised flexibility led prospective students to believe that they could keep
15 working full-time while attending school.

16 13. Antioch did not offer remedial support to non-traditional students.

17 14. In 2015, Antioch implemented a mandatory writing class for incoming students.
18 Prior to this pilot program, students who needed academic writing support did not have an
19 opportunity to receive direct instruction in academic writing and APA citations.
20

21 15. The PsyD program initially offered “tracks” or specializations in areas such as
22 child psychology, forensic psychology, clinical psychology, adult psychology, art therapy, and
23 health psychology to help its graduates stand out.

24 16. In 2015, Antioch stopped offering the tracks with little advance notice to its current
25 students.
26

1 17. In 2015, Antioch applied for APA accreditation of the PsyD program.

2 18. In 2017, Antioch was conferred APA accreditation of the PsyD program for a
3 period of five years.

4 19. As a result of the accreditation process, Antioch's PsyD program began to change
5 from an inclusive and flexible program to a more traditional doctoral program.

6 20. Non-traditional students who had enrolled at Antioch with the promise of
7 flexibility and inclusion, suddenly found themselves as targets of faculty who treated them in a
8 disparate manner.

9 21. By 2014, Antioch was in the process of developing a formal five-year PsyD
10 program.

11 22. Under this new program, any student who did not graduate within the newly
12 instituted six-year standard was at high risk of dismissal.

13 23. To date, on information and belief, none of the African-American students of the
14 class that entered the PsyD program in 2011 completed the program.

15
16 **B. Dorothy Capers**

17 24. Dorothy Capers is a 62-year old African American female.

18 25. Ms. Capers holds an Associate of Arts degree in Human Services issued by
19 Bellevue Community College.

20 26. Ms. Capers has an undergraduate degree in Social Work from Western
21 Washington University.

22 27. Ms. Capers has a Master's degree in Social Work Administration from the
23 University of Washington.
24
25
26
27

1 28. Ms. Capers worked for the Department of Social and Health Services (DSHS) in
2 the State of Washington as a social worker from March 2006 until June 2014, when she resigned
3 her DSHS position due to the demands of the Antioch PsyD program.

4 29. Prior to enrolling at Antioch, Ms. Capers earned approximately \$60,000 per year
5 as a social worker, with full benefits including state retirement benefits.

6 30. In September 2011, Ms. Capers enrolled in Antioch's Doctor of Psychology
7 program.

8 31. Ms. Capers selected Antioch University, Seattle based on the advertisements that
9 claimed Antioch would accommodate part-time adult learner students who had reached the ceiling
10 with their master's degree.

11 32. In response to these advertisements, Ms. Capers met with a recruitment officer.

12 33. The Antioch recruitment officer told Ms. Capers that Antioch encouraged diversity
13 in its demographics, including students of color, first generation graduate school attendees, and
14 "non-traditional" students over the age of 50.
15

16 34. The Antioch recruitment officer told Ms. Capers that Antioch recognized that
17 minority students could be disadvantaged in higher educational programs and that it was
18 committed to providing resources for such students, such as writing assistance and mentoring.

19 35. The recruitment officer waived the prerequisite admission fee and other admission
20 requirements.
21

22 36. Ms. Capers was admitted into the PsyD program after the application cut-off date.

23 37. In June 2014, Ms. Capers found that the program required a full-time course load,
24 so she resigned from her full-time job at DSHS to complete her PsyD degree.

25 38. Starting in 2011 and continuing through 2017, Ms. Capers repeatedly requested
26 help with her academic writing.
27

1 39. Antioch identified some individuals (primarily non-traditional minority students)
2 who needed writing support but did not offer those students that support.

3 40. Instead, in October 2016, Antioch developed a pilot project for writing support,
4 which consisted of referring graduate students to a private tutor who charged an hourly rate for
5 writing support.

6 41. Ms. Capers could not afford to pay the hourly rate for the writing support.

7 42. In the Winter quarter of the 2016-2017 school year, Ms. Capers enrolled in PSYC
8 722: Biological Bases of Behavior II: Clinical Medicine (Bio Bases II), a class required for
9 graduation, taught by Dr. Dana Waters.

10 43. At this point, over six years into her doctoral education, Ms. Capers had completed
11 120 out of the 140 credits required for graduation.

12 44. In February 2017, Dr. Waters gave the class an assignment to write five pages
13 reviewing an article.

14 45. Dr. Waters gave Ms. Capers a failing grade for the article review assignment in
15 the Bio Bases II class.

16 46. Dr. Waters told Ms. Capers that she would not pass the class, because she had
17 failed the first assignment.

18 47. Antioch University does not have an academic policy that requires professors to
19 fail students who do not pass their first assignment.

20 48. Ms. Capers disputed the course failure as an arbitrary and capricious act based on
21 the school's academic policies.

22 49. Ms. Capers requested a meeting to discuss the school's policies with: Dr. Waters,
23 the Co-Chair of the PsyD program; Dr. Jude Bergkamp, Chair; and Dr. Jane Harmon-Jacobs, the
24 Program Dean.

1 50. During this meeting, Dr. Waters accused Ms. Capers of plagiarism for the first
2 time.

3 51. Dr. Waters' accusation of plagiarism was ostensibly in retaliation to Ms. Capers'
4 dispute of the improper class failure.

5 52. For example, although Ms. Capers referenced the source text, Dr. Waters claimed
6 that the following sentences were "plagiarized": "Daly Boyce and Wood (2015) posit that the
7 traditional accounts of the health impact of ordered differences in Social Economic Status (SES)
8 have not clearly unraveled the contribution of social position form access to material resources,"
9 and "In the article, *A Social Rank Explanation of How Money Influences Health*, Daly, Boyce and
10 Wood (2015) argued that social position rather than material conditions, may explain the impact
11 of money on human health."
12

13 53. There was no discussion of academic policy during this meeting.

14 54. The PsyD Faculty reviewed Ms. Capers' performance at the end of the school year
15 and determined that Ms. Capers' performance rated a "No Pass" for the 2016 – 2017 school year
16 based on the "No Credit" grade and (and being charged with plagiarism) that she received in Bio
17 Bases II.

18 55. Antioch does not have an academic policy that notifies students that a single "no
19 credit" grade (or charge of plagiarism) in one class could result in a "No Pass" school year.
20

21 56. Ms. Capers requested a meeting to discuss this "No Pass."

22 57. Antioch affirmed the decision not to pass Ms. Capers.

23 58. Ms. Capers re-enrolled in the Bio Bases II class for the winter 2017 - 2018 quarter.

24 59. This time, Ms. Capers passed her first paper – the five-page article review.
25
26
27

1 60. However, Dr. Waters failed Ms. Capers on the second writing assignment, a five-
2 page article review, stating, “You did not do an adequate job applying course material from
3 lecture, readings, or other sources.”

4 61. Antioch did not provide Ms. Capers an opportunity to re-write the second paper.

5 62. Based on this single assignment, Dr. Waters gave Ms. Capers a failing grade for
6 the entire class.

7 63. Dr. Waters told Ms. Capers that, due to failing Bio Bases II, she would not be
8 allowed to take the course a third time.

9 64. Because Bio Bases II is a class required for graduation, (and, according to the
10 student handbook, students cannot earn two no-credits in a class), Antioch prohibited Ms. Capers
11 from graduating and dismissed her from the PsyD program.

12 65. Upon information and belief, other similarly situated non-minority student(s) in
13 the PsyD program were permitted to re-write assignments they had failed without being dismissed
14 from the program.

15 66. At the time Antioch dismissed Ms. Capers from the PsyD program, she had
16 accrued 120 of 140 required credits.

17 67. Ms. Capers spent seven years pursuing her PsyD degree.

18 68. She incurred more than \$250,000.00 in student loan debt.

19 69. She quit her job at DSHS in reliance of completing her education.

20 70. Ms. Capers currently is self-employed as a contract therapist.

21 71. Antioch and its recruiters led Ms. Capers to believe that paying tuition for the PsyD
22 program was an investment in her career

23 72. Antioch provided no warning that it might suddenly alters its philosophy of
24 inclusion and diversity.

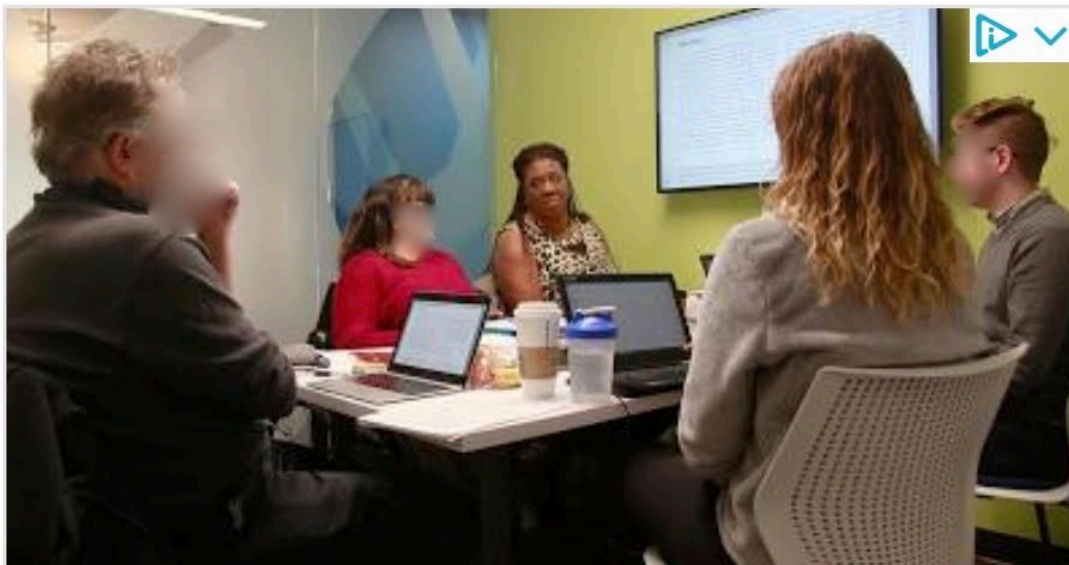
73. Ms. Capers would never have resigned from her full-time job, foregoing a regular salary, if she knew that Antioch would fail to fulfill its promises to accommodate diverse and non-traditional students like herself.

74. Her salary ranges between \$50,000 and \$60,000.

75. She does not receive any benefits.

76. Despite paying Antioch over \$250,000, the Antioch education did not provide her with any advancement opportunities.

77. And yet, as of the date of this filing, Antioch is using Ms. Capers' visage (*see below*) in advertisements promoting social and economic justice, and touting balance between "work, life and school."



Balance Work, Life & School



Your Experience Counts. Apply up to 90 Credits toward Your Antioch BA Degree!



Image 1 – Pictured above: Ms. Capers, the only black individual in the photo. Image is altered to protect identity of third parties.



Find Scholarship Eligibility



Help Advance Social, Economic &
Environmental Justice with an
Antioch Degree!



Image 2: Ms. Waters' image is used in the above photo. Image is altered to protect the identity of third parties.

C. Cynthia Winters

78. Cynthia Winters is a 61-year old African-American female.

79. Ms. Winters holds an Associate of Arts degree issued by Seattle Central Community College.

80. Ms. Winters holds a Bachelor of Arts degree issued by Western Washington University in Social and Human Services.

81. Ms. Winters holds a Master's degree in Social Work issued by Norfolk State University in Norfolk, Virginia.

82. She has worked as a Certified Professional Guardian since August 2007.

1 83. Prior to enrolling at Antioch, Ms. Winters had a full-time case load as a Certified
2 Professional Guardian.

3 84. In September 2011, Ms. Winters enrolled in Antioch's Doctor of Psychology
4 program.

5 85. Ms. Winters selected Antioch in Seattle, based on the advertisements that claimed
6 Antioch's program was designed with the working adult in mind and was tailored for adult
7 learners who wanted to pursue a higher degree.

8 86. Based on the representations of Antioch, Ms. Winters believed that a PsyD from
9 Antioch offered her the opportunity that she had wanted for many years – to pursue a doctoral
10 degree in Clinical Psychology.

11 87. Based on the advertisements, Ms. Winters spoke with a recruitment officer for
12 Antioch over the telephone.

13 88. The Antioch recruitment officer told Ms. Winters that Antioch would waive the
14 prerequisite admission fee and other admission requirements in addition to extending the
15 application deadline so that she could start right away.

16 89. In September 2011, Ms. Winters enrolled at Antioch to attend school.

17 90. While Ms. Winters was enrolled at Antioch, she reduced her case load as a
18 guardian to accommodate the demands of the PsyD program.

19 91. Over the course of their enrollment at Antioch, both Ms. Winters and Ms. Capers
20 requested or suggested a class focused on academic writing.

21 92. In response to these requests, Dr. Dana Waters offered a two-day writing
22 workshop.

23 93. In 2015, Ms. Winters attended the writing workshop offered by Dr. Dana Waters.

24 94. Dr. Waters told students that she was available to help them.

1 95. Ms. Winters found that Dr. Waters' claim was untrue whenever she sought Dr.
2 Waters' help.

3 96. During the Fall 2015 quarter, Ms. Winters enrolled in a course taught by
4 Dr. Waters called Biological Bases of Behavior I.

5 97. Ms. Winters passed Bio Bases I.

6 98. During the Winter 2016 Quarter, Ms. Winters enrolled in Bio Bases II, also taught
7 by Dr. Waters.

8 99. Ms. Winters passed Bio Bases II.

9 100. Dr. Waters contacted Ms. Winters regarding her final paper and encouraged her to
10 post the paper in Antioch's quarterly newsletter.

11 101. Ms. Winters told Dr. Waters she would consider submitting her final paper for
12 publication.

13 102. Approximately seven days after receiving a final passing grade in Bio Bases II, Dr.
14 Waters rescinded Ms. Winters' passing grade and evaluation, then charged Ms. Winters with
15 plagiarism.

16 103. Dr. Waters called Ms. Winters in for a meeting to review that paper and the results
17 of a plagiarism detection software.

18 104. The software results showed a 21% similarity to other published papers.

19 105. Examples of sentences allegedly plagiarized include general statements such as,
20 "Fetal lead exposure is thought to be a contributing factor of schizophrenia," and even cited
21 sentences including, "The study showed that moderate amounts of chemicals, such as lead and
22 mercury caused neurological damage in most adults, but only small amounts was needed to
23 damage the developing brains while in utero; and in infants and young children (Gupta, 2008)."
24

1 106. On April 27, 2016, the student disciplinary committee reviewed Ms. Winters'
2 work over the course of her education and alleged that she had "plagiarized" in her writing(s).

3 107. Ms. Winters appealed the committee's decision and continued to attend class in
4 the hopes that her appeal would succeed and find her free of the plagiarism charges, and she could
5 continue working to earn her degree.

6 108. On May 25, 2016, Ms. Winters received an email from Dr. Jude Bergkamp
7 informing her that she could no longer attend class or participate in clinical training in Spring
8 2016.

9 109. Dr. Bergkamp threatened to call the police if Ms. Winters returned to campus.

10 110. Ms. Winters was hurt and humiliated by this threat by Dr. Bergkamp.

11 111. On June 9, 2016, Dr. Bergkamp officially dismissed Ms. Winters from Antioch's
12 PsyD program.

13 112. At this point, five years into her doctoral education, Ms. Winters had completed
14 94.5 out of the 140 credits required for graduation.

15 113. Ms. Winters spent five years pursuing her PsyD degree.

16 114. She incurred over \$140,000.00 in student loan debt.

17 115. Ms. Winters believed that paying her Antioch tuition was an investment in her
18 career, as Antioch recruiters had led her to believe.

19 116. Ms. Winters was never warned that Antioch might suddenly alter its philosophy
20 of inclusion and diversity.

21 117. Ms. Winters would never have volunteered to reduce her workload, thereby
22 reducing her income, if she knew Antioch would fail to fulfill its promises to accommodate
23 diverse and nontraditional students like herself.
24
25
26
27

1 118. Ms. Winters is currently self-employed as a professional guardian in the same job
2 she had before enrolling at Antioch – now with the additional burden of student loan payments.

3 **COUNT I – Washington State Consumer Protection Act**

4 119. The conduct described above and throughout this Complaint took place in the State
5 of Washington and constitutes unfair methods of competition or unfair or deceptive acts or
6 practices in violation of §19.86.020 of the Revised Code of Washington (“RCW”) and the
7 Washington Consumer Protection Act ("CPA"), RCW 19.86.020, et seq.

8 120. The Washington CPA applies to the claims of the plaintiffs because the conduct
9 which constitutes violations of the CPA by the Defendant occurred within Washington State.

10 121. Defendant used and employed unfair methods of competition and/or unfair or
11 deceptive acts or practices. Such unfair methods of competition and/or unfair or deceptive acts or
12 practices include, but are not limited to, the misrepresentation and concealment of material facts
13 about the “flexible” nature of the PsyD program, the supports available to non-traditional minority
14 students, and the students’ rights to proceed at an individualized pace.

15 122. Defendant's misrepresentations, concealment, omissions, deceptions and conduct
16 were likely to deceive and likely to cause misunderstanding and/or in fact caused Plaintiffs to be
17 deceived and to misunderstand that the Antioch would provide flexibility and support to them to
18 complete the program within individualized timelines.

19 123. Defendant intended that Plaintiffs would rely on their misrepresentations,
20 concealment, warranties, deceptions and/or omissions.

21 124. Plaintiffs relied on Defendant’s misrepresentations, warranties, deceptions, and/or
22 omissions.

23 125. Plaintiffs have been damaged as a proximate result of Defendant's violations of
24 the CPA and have suffered actual, ascertainable losses by foregoing income in order to pursue a
25
26
27

1 Doctor of Psychology degree from Antioch University and by incurring significant student loan
2 debt.

3 126. As a direct and proximate result of Defendant's violations of the CPA as set forth
4 above, Plaintiffs have suffered an ascertainable loss and are therefore entitled to relief, including
5 damages, costs, and attorneys' fees.

6 **COUNT II – Breach of Contract**

7 127. The foregoing allegations are incorporated by reference herein.

8 128. The relationship between students and universities is primarily contractual in
9 nature, with the “specific terms to be found in the university bulletin and other publications.”
10 *Marquez v. University of Washington*, 32 Wash. App. 302, 305 (1982).

11 129. By admitting the Plaintiffs and accepting their tuition, Antioch created a contract
12 between itself and the Plaintiffs.

13 130. Antioch breached its contract with the Plaintiffs by failing to follow its own
14 procedures and policies of not discriminating “on the basis of race, color, sex, ancestry, national
15 origin” and not “operating any of its programs and activities” in a discriminatory manner.

16 131. As a result of Antioch’s breach of contract, the Plaintiffs have been damaged in an
17 amount to be proven at trial.

18 **COUNT III – Breach of the Covenant of Good Faith and Fair Dealing**

19 132. The foregoing allegations are incorporated by reference herein.

20 133. Under Washington common law, “[t]here is in every contract an implied duty of
21 good faith and fair dealing” that “obligates the parties to cooperate with each other so that each
22 may obtain the full benefit of performance.” *Rekhter v. Dept. of Social and Health Services*, 180
23 Wash.2d 102, 112 (2014) (internal citations and quotation marks omitted).

1 134. Antioch's various standards, policies, and procedures constitute representations
2 and promises that Antioch expected, or should have reasonably expected, would induce action or
3 forbearance by the plaintiffs.

4 135. Antioch expected, or should have expected, the Plaintiffs to accept Antioch's offer
5 of admission, to incur tuition and fee expenses, and to choose not to attend other universities
6 based on its express and implied promises, including the implied promise that Antioch would
7 provide the Plaintiffs with transparent standards, academic support, and a fundamentally fair
8 hearing process, should they be accused of a violation of the student handbook and other relevant
9 policies, rules, or regulations.

10 136. The Plaintiffs relied to their detriment on Antioch's express and implied promises
11 and representations.

12 137. As a result of the Defendant's actions, Plaintiffs have suffered loss, damage, and
13 detriment including incidental and consequential damages.

14
15 **COUNT IV – Fraudulent Misrepresentation**

16 138. The foregoing allegations are incorporated by reference herein.

17 139. In connection with recruiting and marketing the PsyD program at the Seattle
18 campus, Defendant supplied false, misleading, inaccurate, and incomplete information regarding
19 the quality of the education, the university's commitment to diversity and inclusion, and the
20 flexibility of the program to be compatible with the schedule of a working adult.

21 140. Antioch had a duty to disclose to Plaintiffs the actual rigidity and requirements of
22 the program.

23 141. Antioch supplied false, misleading, inaccurate, and incomplete information about
24 the PsyD program.
25
26
27

1 142. Plaintiffs reasonably and justifiably relied on Antioch's misrepresentations and
2 non-disclosures to their detriment.

3 143. Antioch knew, or should have known, that their statements and representations of
4 the PsyD program were inaccurate and that Plaintiffs would reasonably and justifiably rely on
5 Antioch's false misrepresentations and omissions to their detriment.

6 144. As a direct and proximate result of these misrepresentations and concealments,
7 Plaintiffs have suffered actual damages, in an amount to be proven at trial, by enrolling in Antioch
8 University, Seattle's PsyD program, incurring student loan debt to pay for the cost of the program,
9 and ultimately being dismissed from the program prior to receiving their degrees.

10 145. Antioch acted wantonly, intentionally, and with reckless indifference for the rights
11 of Plaintiffs, thereby entitling Plaintiffs to recover punitive damages.

12
13 **COUNT V – Negligent Misrepresentation**

14 146. The foregoing allegations are incorporated by reference herein.

15 147. Antioch had a duty to exercise reasonable care in communicating accurate and
16 complete information about the quality of the education, the university's commitment to diversity
17 and inclusion, and the flexibility of the program to be compatible with the schedule of a working
18 adult.

19 148. Antioch knew, or should have known, that their statements and representations of
20 the PsyD program were inaccurate, because the program did not emphasize racial inclusion, the
21 professors did not support its stated commitment to diversity, and the program was not sufficiently
22 flexible to meet the needs of working adults.

23 149. Antioch failed to exercise reasonable care in communicating accurate and
24 complete information about the quality and true nature of the PsyD program.
25
26
27

1 150. Antioch concealed from Plaintiffs the quality of the education they would be
2 receiving, and supplied false, misleading, inaccurate, and incomplete information about the
3 university's commitment to diversity and inclusion, and the flexibility of the program to be
4 compatible with the schedule of a working adult.

5 151. Plaintiffs reasonably and justifiably relied on Antioch's misrepresentations and
6 non-disclosures to their detriment.

7 152. Antioch knew or should have known that their statements were untrue and
8 inaccurate, and that Plaintiffs would reasonably and justifiably rely on Antioch's false
9 misrepresentations and omissions to their detriment.

10 153. As a direct and proximate result of the misrepresentations and concealments,
11 Plaintiffs have suffered actual damages in an amount to be proven at trial by enrolling in Antioch
12 University, Seattle's PsyD program, incurring student loan debt to pay for the cost of the program,
13 and ultimately being removed from the program prior to receiving their degrees.

14 154. Plaintiffs are therefore entitled to damages and injunctive relief.

15
16 **COUNT VI – Unjust Enrichment**

17 155. The foregoing allegations are incorporated by reference herein.

18 156. To plead an unjust enrichment claim, a benefit must be conferred by the plaintiffs;
19 to the defendant, the benefit must be received at the plaintiffs' expense, and it must be unjust for
20 the defendant to keep the benefit under the circumstance. *Young v. Young*, 164 Wn.2d 477, 484
21 (2008); *see also Bailie Commc'ns, Ltd. v. Trend Bus. Sys., Inc.*, 61 Wn. App. 151, 160 (1991)
22 ("Unjust enrichment occurs when one retains money or benefits which in justice and equity
23 belong to another.").
24
25
26
27

1 157. Plaintiffs have conveyed multiple benefits – most specifically, their tuition
2 money– to the Defendant at their expense; it is unjust for Antioch University to keep the benefits
3 of those services without conveying anything to Plaintiffs.

4 **COUNT VII – Race-Based Discrimination pursuant to WLAD**

5 158. The foregoing allegations are incorporated by reference herein.

6 159. The Defendant’s discriminatory acts constitute a violation of the Washington Law
7 Against Discrimination (WLAD), RCW 49.60.030 which prohibits discrimination based on “race,
8 creed, color, national origin, [and] sex” among other factors. “The right to be free from
9 discrimination” includes “[t]he right to the full enjoyment of any of the accommodations,
10 advantages, facilities, or privileges of any place of public resort, accommodation, assemblage, or
11 amusement.” *Id. accord* RCW 49.60.215. The WLAD statute applies to any person or entity who
12 offers “the sale of goods, merchandise, services, or personal property, or for the rendering of
13 personal services.” RCW 49.60.040(2).

14 160. The Defendant sells goods and services – through its provision of educational
15 opportunities.

16 161. The Defendant’s commercial practices are subjected to the WLAD.

17 162. Antioch is a place of public accommodation under the WLAD.

18 163. From 2010 through 2017, Antioch University engaged in acts and omissions that
19 constitute racial discrimination on the basis of Dorothy Capers’ and Cynthia Winters’ status as
20 African-American women.
21

22 164. In doing so, Defendant deprived Dorothy Capers and Cynthia Winters of the
23 “accommodations, advantages, facilities, or privileges of [a] place of public resort,
24 accommodation, assemblage, or amusement,” in violation of RCW 49.60.030(1)(b) and RCW
25 49.60.215.
26
27

165. Pursuant to RCW 49.60.030 and RCW 49.60.215, the Defendant's treatment of Ms. Winters and Ms. Capers constitutes unlawful discrimination against them on the basis of race.

166. As a result, Plaintiffs have been damaged.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs pray this Court grant them relief, including:

1. Damages in an amount to be proven at trial;
2. Attorneys' fees pursuant to RCW 49.60.030(2) *et seq.* and RCW 19.86.090.
3. Costs of suit as provided by RCW 49.60.030(2) *et seq.*
4. Prejudgment interest at the highest lawful rate; and
5. Such other further relief as the Court may deem just and equitable.

Dated this 7th of March, 2019.

CEDAR LAW PLLC

FLEMING LAW PLLC

Lara Hruska, WSBA No. 46531
Jinju Park, WSBA No. 48995
1001 Fourth Ave, #4400
Seattle, WA 98154
www.CedarLawpllc.com
Tel: 206.607.8277 | Fax: 206.237.9101

Catherine Fleming, WSBA No. 40664
936 N. 34th St. #300A
Seattle, WA 98103
www.CFlemingLaw.com
Tel. 206.453.2558 | Fax: 206.453.6322

Attorneys for Plaintiffs

Attorney for Plaintiff